

#4147

INDEPENDENT CONTRACTORS AGREEMENT
WITH
PLASTERERS AND CEMENT MASONS UNION LOCAL NO. 592

PLASTERERS AND CEMENT MASONS UNION, LOCAL UNION NO. 592 ("Union") and the Undersigned Employer agree that:

1. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative of all of its employees performing work within the work and geographic jurisdiction of the Union.
2. The Employer shall be, and is hereby, bound by all of the terms and conditions of employment contained in the Independent Contractor's agreement between the Union and the Employer governing the employee's terms and conditions of employment in each of the particular geographic areas where the below-named Employer shall hereafter perform work within the Union's work jurisdiction that are effective on the date of this Agreement, as well as, any additions, modifications, extensions and renewals thereof between the Union and the Employer as may occur subsequent to the execution of this Agreement.
3. This agreement shall be effective as of the date set forth below and shall remain in full force and effect for the period provided within the above-described collective bargaining agreement with the Union.

PLASTERERS AND CEMENT MASONS
UNION, LOCAL UNION NO. 592

BY: Mike Fera
MIKE FERA
PRESIDENT/BUSINESS MANAGER

DATE: Aug 7, 1998

PHONE NO. _____

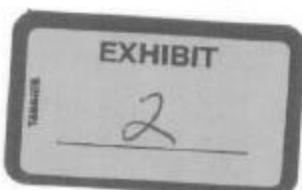
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This agreement cannot be altered.

Bridges Contracting Inc.
PRINT Full Name of Employer

Ronald Abrey
SIGNATURE OF AUTHORIZED
EMPLOYER REPRESENTATIVE

4147 N. Broad st
ADDRESS
Phila Pa 19140
CITY STATE ZIP CODE



INDEPENDENT CONTRACTOR
COLLECTIVE BARGAINING AGREEMENT



WITH

CEMENT MASONS AND PLASTERERS UNION
LOCAL 592

An Affiliate Of The
Operative Plasterers and Cement Masons
International Association
Of The United States and Canada



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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered on the date set forth below, to become effective as set forth hereinafter, by and between the **UNDERSIGNED EMPLOYER**, hereinafter referred to as "Employer", and **CEMENT MASONS AND PLASTERERS LOCAL UNION NO. 592**, hereinafter referred to as the "Union" (an affiliate of the Operative Plasterers and Cement Masons International Association of the United States and Canada).

ARTICLE I PURPOSE

The purpose of this Agreement is to set out the conditions under which Cement Masons/Plasterers (including Cement Masons/Plasterer foremen) and Cement Masons/Plasterer Apprentices (all of whom are hereinafter referred to as "Employees") shall work, and under which the employer shall hire and employ such Cement Masons/Plasterers and Cement Mason/Plasterer/Apprentices.

GOVERNING PROVISIONS

The provisions of the National Labor Relations Act as amended, the Labor Management Relations Act, 1974, rulings and regulations issued by the National Labor Relations Board or its agents, and all federal, state and municipal judicial bodies, courts and agencies having legal jurisdiction, shall govern the provisions of this agreement, its interpretation, amendment, change and every other thing in relation to its operation and enforcement.

Any provisions herein contained that are contrary to or held to be in violation of the law on the part of either party hereto by any federal, state or municipal law now in force and effect, or that may be hereafter enacted and effective, shall have no force and effect for the duration of such voidance, it being intended, however, that the remaining provisions hereof shall be unaffected.

DURATION AND TERMINATION OF AGREEMENT

This Agreement shall first become effective on the date on which it is first executed by the parties and may only be thereafter terminated or modified in accordance with the procedures set forth in this paragraph.

The Agreement shall then initially remain in full force and effect for the remainder of the then effective collective bargaining agreement between the Union and the General Building Contractors Association. Unless terminated in accordance with the procedures set forth hereon, the Agreement shall then renew itself for such period of time as each successor collective bargaining agreement between the Union and the General Building Contractors Association.

To the extent that this agreement is thus renewed, the appropriate wage and fringe benefit contribution shall be as set forth in the attached Appendix or as modified from time to time hereafter by the appropriate master collective bargaining agreement in effect for the geographic area in which the labor is being performed, which agreement is set forth in that Appendix. In the event of such modifications, they are automatically incorporated by reference herein as if fully stated and shall be applied as of the date provided in the appropriate master agreement.

If voluntary changes as may be desired by either or both parties for an ensuing period, such proposed changes shall be reduced to writing, and then served upon the other party by registered or certified mail that is actually received not less than ninety (90) days prior to the expiration date that is described herein. Given such timely notice, the contract shall expire as of the date described herein if no successor agreement is reached. In the absence of such timely notice, this Agreement shall continue in full force and effect for the following period of renewal, and thereafter in the absence of a similar notice.

DEFINITION OF EMPLOYER

The term "Employer" as used herein shall also mean as follows:

- (1) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which at the time of execution hereof was, or any time since has become, a member of any other employer organization which executes this Agreement or any counterpart hereof, or
- (2) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which executes this Agreement or any counterpart hereof, or
- (3) Any other person, firm, corporation or other entity performing work covered by this Agreement (unless also covered by an Agreement with the Union to which he, she or it is a party) in which any Employer as defined in paragraph (1) and (2) above, has or hereafter during the term of this Agreement, singularly or collectively, acquires, either directly or indirectly, a controlling interest.
- (4) Any person, firm, corporation or other entity which joins or participates with, or in any way assists an Employer as defined above, directly or indirectly, in evading or violating the requirements of this Agreement.

WORK PRESERVATION

In order to protect and preserve to the employees in the bargaining unit, the work covered by this Agreement, it is agreed as follows:

(1) Whenever an Employer performs any on-site construction of the type covered by the Agreement under its own name or any other name whether as a sole proprietorship or other unincorporated organization, or as a corporation or any other business entity, including a joint venture, wherein the Employer exercises directly or indirectly management control or ownership, the terms and conditions of this Agreement shall be applicable to all such work as that term is used in the construction industry proviso to Section 8(e) of the National Labor Relations Act.

(2) It is agreed that this Agreement shall be binding upon the Union and upon the employer, and upon any firm or corporation doing covered work, in which an employer, directly or indirectly, acquires a controlling interest.

(3) In the case of an alleged violation of this Article, the complaining party may elect to pursue his or its complaint either through the procedures set forth in this Agreement or in an action at law or in equity in a court of competent jurisdiction, or any other proceeding before a tribunal with proper jurisdiction.

The Employer warrants and agrees that it will not by the adoption of amendment of any provisions of its Articles of incorporation, ownership, or change in the geographic location of its employment office, constitution, by laws, or by contract, or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof.

ARTICLE II

JURISDICTION

This Agreement shall be binding in the territorial jurisdiction of the Union and for the work jurisdiction of the Union, including that appended as Appendix "A." The Employer further agrees that this Agreement shall be effective in any geographic jurisdiction which the Union currently possesses or that it subsequently acquires that is beyond that set forth herein in Appendix "A."

In that regard the parties recognize and agree that except to the extent as provided in the attached Appendix, this Agreement shall be applied in its entirety in all such geographic jurisdiction.

ARTICLE III

UNION SECURITY

Section 1. Employer shall have the right to secure and choose any person as a new Employee from any source, subject to this Article. It is agreed that any Employee to whom this Agreement is applicable shall, not later than the eighth day after he was hired by any Employer, or the eighth day after the execution of this Agreement, whichever is later, if he is not then

already a member of the Union, become a member of the Union, and that such Employee, as well as each Employee who is already a member of the Union when he is hired or when this Agreement is executed or who has voluntarily become a member prior to said eighth day, shall remain a member of the Union in good standing notwithstanding his being laid off or dismissed by, or his quitting the employ of, any Employer and his entering or leaving the employ of another Employer, and the Union shall make membership therein continuously available to such Employee on the same terms and conditions as are generally applicable to other applicants for membership in, and other members of the Union.

DISCHARGE

Section 2. An Employee who fails or refuses to become a member of the union not later than the eighth day after date of his hiring by any Employer, or who loses his good standing in the Union because if failure to pay to the Union the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, shall upon written notice to that effect from the Union to his then current Employer, be discharged by such Employer.

QUALIFICATIONS

Section 3. Employers shall only employ employees who are qualified.

(a) The following shall be considered as qualified:

- (I) All present local Union members other than those in a subclassification;
- (ii) All graduates of the Apprenticeship Program administered by the Union and the various Contractors Association;
- (iii) All Cement Masons/Plasterers who have been members of a Local Union of the Operative Plasterers and Cement Masons International Association of the United States and Canada.

(b) Where an Employer hires an Employee who does not fall within any of the categories listed in (a) above, such Employee shall be required to make application within a period of seven days following the beginning of such employment to take a competency examination to be administered by the Union.

Should such Employee fail to pass the competency examination, the Union shall so notify him and his Employer in writing, and after receipt of such notice he or his Employer shall be permitted five days during which to file an appeal in writing, in which event the matter shall be processed pursuant to the provisions of This Agreement.

If no appeal is filed within the time set forth, the Employer shall discharge such Employee. If an appeal is filed within the time set forth, the Employer may continue to employ such Employee pending final disposition of the matter pursuant to the dispute resolution procedures of this Agreement.

(c) In the event there are available no qualified Employees, the Employer may employ or continue to employ any available individual to perform the work with the understanding that on or before the eighth day of such employment such Employee must make application for training, retraining, or a competency examination for a sub classification in keeping with his current skill. In the event such Employee fails the competency examination for such subclassification, the Employer may nevertheless continue such individual in his employ until a qualified Employee is available.

NONDISCRIMINATION

Section 4. No Employee, or applicant for employment, shall be discriminated against by reason of race, religion, age, color, sex, disability or national origin, and the parties hereto agree to comply with any and all State and Federal laws, and rules and regulations promulgated pursuant thereto, guaranteeing civil rights and liberties to all persons.

COLLECTION OF DUES

Section 5. The Steward representing the Union on a job shall be allowed one hour without loss of pay each week to collect all Union dues from members and Union dues and initiation fees from Employees working on the job who have made application for membership in the Union.

Section 6. The employer agrees that, where a member of or applicant for membership in the Union refuses to pay or neglects to pay his said dues and or initiation fees, or fails to abide by the terms of an extension of time to make such payments, the Steward will be permitted, on the Employer's time to request the delinquent member or applicant for membership, as the case may be, voluntarily to sign an authorization form, provided by the Union, authorizing the Employer to withhold the final paycheck of such member or applicant for membership. In the event such member or applicant for membership quits, or is released at the request of the Union, such member or applicant for membership will within one week after such quit or release, either furnish the Employer with written certification from the Union that he has cleared directly with the Union all indebtedness due to the Union before receiving his final paycheck or the Employer will deduct the amount of such indebtedness from such final paycheck. The Steward will furnish the Employer with the original copy of the authorization form, retaining the duplicate for the Union.

In the event of any negligence on the part of an Employer in giving a member or applicant for membership his final check before his indebtedness is paid to the Union after the Employer has received such authorization to withhold such final check, such Employer will be liable for, and will pay to the Union the dues and/or initiation fees due to it from such member or applicant for membership, not exceeding the amount payable to the Employee since the Employer's last preceding regular payday.

It is further agreed that the Employer will make payment to the Union of the amount so deducted by him from the Employee's final check within one week after receiving written notice from the Union of the amount due to the Union from such Employee.

"Final paycheck" as used in this Section does not include any amount due to the Employee in reimbursement of transportation expense provided for in this Agreement.

The signature by an Employee of an authorization form as aforesaid shall not effect a waiver or modification of the rights and obligations, under Article III hereof, of the Union or of the Employer.

ARTICLE IV NORMAL WORK DAY AND TIME

Section 1. Eight (8) hours shall constitute a day's work, time to be made between 6:00 A.M. and 4:30 P.M., Monday through Friday. Lunch period 12:00 Noon to 12:30 P.M. In the event that substantially all crafts on a particular project have agreed to, or are assigned, a common starting time, Employees covered by this Agreement shall start their work day at that common starting time. A staggered starting time shall be permitted only pursuant to the explicit written agreement of the Union and the Employer.

WORK WEEK

Section 2. The work week shall consist of forty hours. Time to be made Monday through Friday.

SHIFT WORK

Section 3. The Employer who desires a night shift shall make arrangements in writing with the Business Representative of the Union not less than forty-eight (48) hours in advance.

No shift work shall be permitted unless all Employees of the day shift on the same job have worked sufficient time to receive eight hours' pay. In the event that a single shift is worked in a day that is not preceded by a normal day shift and such shift is authorized by the Business Representative, each Employee shall be compensated by an additional 15% per base hour. If no authorization is obtained for such shift, it shall be compensated at premium time.